

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 58
2. CONTRACT NO.	3. SCREENING INFORMATION REQUEST NO. DTFAAC-07-R-00004	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 1/29/06	6. REQUISITION/PURCHASE NO. (FAA Internal Use Only)	
7. ISSUED BY FAA, Aeronautical Center Franchise Acquisition Service (AMQ-320) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 321 6500 South MacArthur Boulevard (Physical Zip Code is 73169) P.O. Box 25082 Oklahoma City, OK 73125-4933			

Indefinite Delivery/Requirements with T&M Provisions SOLICITATION Workforce Png for Final Analysis Process Re-eng Team

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Section L or if handcarried, in the depository located at 6500 S. MacArthur Blvd., Oklahoma City, OK in Room 313, Multi-Purpose Building until 4:00 PM local time 2/20/07

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Annette Harkless, Contracting Officer	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-8925
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION SEE SCHEDULE
24. ADMINISTERED BY (If other than Item 7) FAA, Aeronautical Center Franchise Acquisition Service, (AMQ-320) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932	25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) > ITEM
25. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Formerly SF-33

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

This SIR solicits technical and cost proposals to support the activities identified in the Statement of Work (SOW) attached. The Contractor shall provide technical support services to the Financial Analysis & Process Reengineering Team (AJF4) by analyzing staffing standards, guidelines, and work environments within the Air Traffic Organization (ATO) to update existing work measurement formulas to reflect current and future staffing requirements. The technical proposal shall address the technical approach in meeting the SOW requirement. This effort will be awarded on a Time and Material basis with the Contractor providing the quantities of labor. The contract will include a base period of one year from **date of award** with four-one year Option periods to be exercised at the Governments discretion.

BASE PERIOD

CLIN	SUPPLIES/SERVICES	EST HRS	FULLY BURDENED HOURLY RATE	ESTIMATED TOTAL
0001	LABOR CATEGORY			
0001AA	Senior Industrial Engineer/Project Manager	1500		
0001AB	Senior Software Engineer	750		
0001AC	Junior Industrial Engineer	3000		
0001AD	Operations Research Analyst	750		
0001AE	Computer Programmer	500		
0001AF	Statistician	250		
0001AG	Systems Analyst	250		
0002	TRAVEL – The contractor shall be reimbursed for actual travel costs incurred in accordance with the Federal Travel Regulations as set forth in 41 Code of Federal Regulations, Chapter 300-304. Estimates for travel costs shall be submitted on Attachment 4 to the SIR and approved prior to actual travel. See Also Clause H.6. Reimbursement for Travel Costs.			
0003	SUPPLIES, EQUIPMENT, MATERIALS – The contractor shall be reimbursed for the actual costs incurred in support of this requirement as authorized by the COTR/CO.			
	TOTAL			

The contractor is not to propose an amount for CLINS 0002 and 0003. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The Contracting Officer shall have the unilateral authority to obligate and de-obligate funds to these CLINS.

OPTION YEAR ONE

CLIN	SUPPLIES/SERVICES	EST HRS	FULLY BURDENED HOURLY RATE	ESTIMATED TOTAL
0001	LABOR CATEGORY			
0001AA	Senior Industrial Engineer/Project Manager	1000		
0001AB	Senior Software Engineer	500		
0001AC	Junior Industrial Engineer	3000		
0001AD	Operations Research Analyst	500		
0001AE	Computer Programmer	100		
0001AF	Statistician	100		
0001AG	Systems Analyst	250		
0002	TRAVEL — The contractor shall be reimbursed for actual travel costs incurred in accordance with the Federal Travel Regulations as set forth in 41 Code of Federal Regulations, Chapter 300-304. Estimates for travel costs shall be submitted on Attachment 4 to the SIR and approved prior to actual travel. See Also Clause H.6. Reimbursement for Travel Costs.			
0003	SUPPLIES, EQUIPMENT, MATERIALS – The contractor shall be reimbursed for the actual costs incurred in support of this requirement as authorized by the COTR/CO.			
	TOTAL			

The contractor is not to propose an amount for CLINS 0002 and 0003. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The Contracting Officer shall have the unilateral authority to obligate and de-obligate funds to these CLINs.

OPTION YEAR TWO

CLIN	SUPPLIES/SERVICES	EST HRS	FULLY BURDENED HOURLY RATE	ESTIMATED TOTAL
0001	LABOR CATEGORY			
0001AA	Senior Industrial Engineer/Project Manager	500		
0001AB	Senior Software Engineer	500		
0001AC	Junior Industrial Engineer	2000		
0001AD	Operations Research Analyst	500		
0001AE	Computer Programmer	100		
0001AF	Statistician	100		
0001AG	Systems Analyst	250		
0002	TRAVEL – The contractor shall be reimbursed for actual travel costs incurred in accordance with the Federal Travel Regulations as set forth in 41 Code of Federal Regulations, Chapter 300-304. Estimates for travel costs shall be submitted on Attachment 4 to the SIR and approved prior to actual travel. See Also Clause H.6. Reimbursement for Travel Costs.			
0003	SUPPLIES, EQUIPMENT, MATERIALS – The contractor shall be reimbursed for the actual costs incurred in support of this requirement as authorized by the COTR/CO.			
	TOTAL			

The contractor is not to propose an amount for CLINS 0002 and 0003. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The Contracting Officer shall have the unilateral authority to obligate and de-obligate funds to these CLINs.

OPTION YEAR THREE

CLIN	SUPPLIES/SERVICES	EST HRS	FULLY BURDENED HOURLY RATE	ESTIMATED TOTAL
0001	LABOR CATEGORY			
0001AA	Senior Industrial Engineer/Project Manager	500		
0001AB	Senior Software Engineer	500		
0001AC	Junior Industrial Engineer	2000		
0001AD	Operations Research Analyst	500		
0001AE	Computer Programmer	100		
0001AF	Statistician	100		
0001AG	Systems Analyst	250		
0002	TRAVEL – The contractor shall be reimbursed for actual travel costs incurred in accordance with the Federal Travel Regulations as set forth in 41 Code of Federal Regulations, Chapter 300-304. Estimates for travel costs shall be submitted on Attachment 4 to the SIR and approved prior to actual travel. See Also Clause H.6. Reimbursement for Travel Costs.			
0003	SUPPLIES, EQUIPMENT, MATERIALS – The contractor shall be reimbursed for the actual costs incurred in support of this requirement as authorized by the COTR/CO.			
	TOTAL			

The contractor is not to propose an amount for CLINS 0002 and 0003. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The Contracting Officer shall have the unilateral authority to obligate and de-obligate funds to these CLINs.

OPTION YEAR FOUR

CLIN	SUPPLIES/SERVICES	EST HRS	FULLY BURDENED HOURLY RATE	ESTIMATED TOTAL
0001	LABOR CATEGORY			
0001AA	Senior Industrial Engineer/Project Manager	500		
0001AB	Senior Software Engineer	500		
0001AC	Junior Industrial Engineer	2000		
0001AD	Operations Research Analyst	500		
0001AE	Computer Programmer	100		
0001AF	Statistician	100		
0001AG	Systems Analyst	250		
0002	TRAVEL – The contractor shall be reimbursed for actual travel costs incurred in accordance with the Federal Travel Regulations as set forth in 41 Code of Federal Regulations, Chapter 300-304. Estimates for travel costs shall be submitted on Attachment 4 to the SIR and approved prior to actual travel. See Also Clause H.6. Reimbursement for Travel Costs.			
0003	SUPPLIES, EQUIPMENT, MATERIALS – The contractor shall be reimbursed for the actual costs incurred in support of this requirement as authorized by the COTR/CO.			
	TOTAL			

The contractor is not to propose an amount for CLINS 0002 and 0003. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The Contracting Officer shall have the unilateral authority to obligate and de-obligate funds to these CLINs.

PART I - SECTION C
SCOPE OF WORK

C.1 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT CLA.4548
PERFORMANCE (SEP 2001)

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

C.2 SCOPE OF WORK

The Contractor shall furnish all necessary materials and services to provide the items identified in Part I, Section B, Supplies or Services and Prices/Costs, in accordance with the Statement of Work, terms, conditions, and provisions set forth herein.

PART I – SECTION D
PACKAGING AND MARKING

D.1 SPECIAL HANDLING INSTRUCTIONS

All reports, manuals, analysis, or study deliverables shall be provided in professional hardcopy with electronic files in accordance with the Statement of Work unless directed otherwise by the Government.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled Inspection—Time-and-Materials and Labor-Hour (AMS 3.10.4-5).

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.10.4-5 Inspection—Time-And-Material And Labor-Hour (April 1996)

**PART I - SECTION F
DELIVERIES OR PERFORMANCE**

F.1 AUTHORIZED PERFORMANCE (JAN 1997) CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997) CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

F.3 CONTRACT PERIOD (JAN 1997) CLA.1604

The period of performance on the resultant contract will be one year from the date of award with four one-year option periods to be exercised at the discretion of the Government.

F.4 ACCELERATED DELIVERY (JAN 1997) CLA.1817

Any schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.2 INCREMENTAL FUNDING (JAN 1997)

CLA.2604

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

G.3 WARRANTY-COMMERCIAL PRODUCTS AND SERVICES CLA.4529
(JAN 1997) (Rev)

The contractor's standard commercial warranty shall be deemed to be a part of this contract and any task/delivery order awarded unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

G.4 INVOICING PROCEDURES – GENERAL

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, **the contractor shall submit a separate invoice through the electronic Aeronautical Center Franchise Acquisition Service (ACFAS) website located at: <http://www.franchiseacquisition.faa.gov/>** each month for performance of services, and/or (2) those items of supplies furnished.

NOTE: For any problems experienced using the electronic ACFAS website, contact the ACFAS office, AML-50, at 405-954-1440.

(b) The vendor shall complete the ACFAS coversheet provided to include the contract number, and applicable task/delivery order number. In addition, the following level of information is to be attached in ACFAS per the type of contract:

(1) Level 1: Summary sheet only as follows:

(i) Project title and description

(ii) Current amount invoiced and the cumulative value of all invoices to date

by CLIN.

(iii) Total Labor for this invoice and the cumulative value of all labor invoiced to date.

(iv) Total Travel and the cumulative value of all travel invoiced to date.

(v) Total ODC and the cumulative value of all ODC invoiced to date.

(vi) Total Other (as required) and the cumulative value of all other invoiced to date.

(2) Level 2: Details supporting the information shown on Level 1 as follows:

- (i) Labor listed by person, category, hours, rates, and amounts.
- (ii) Travel breakdown of all actual travel and per diem expenses by trip and employee name and project (if multiple).
- (iii) ODC split out by employee, project, type and/or items purchased.

(3) Level 3: Back up documentation as follows:

- (i) Receipts (travel, equipment purchases, etc.)

(c) In addition to the electronic submission of the above, hardcopies of all levels to include Level 3 below should be sent via mail to the Contracting Officer at the following address:

Contracting Officer, AMQ-320
Mike Monroney Aeronautical Center
PO Box 25082
Oklahoma City, Oklahoma 73125
Phone: (405) 954-8925
FAX: (405) 954-0042

(d) Below are some examples of the contract types and the level of information required to be attached within ACFAS for that contract type. For those not listed here, please refer to the individual contract for specific instructions.

- | | |
|---------------------------------------|--------------------------|
| (1) Firm-Fixed Price: | Level one only required. |
| (2) Time-and-Material and Labor-Hour: | Levels 1 – 3. |
| (3) Cost Reimbursable: | Levels 1 – 3. |
| (4) IDIQ or ID/Reqmts: | Levels 1 -- 3. |

(e) Payment Address:

FAA, Financial Operations Division (AMZ-100)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4304

G.5 HOURS OF WORK, GOVERNMENT HOLIDAYS, AND OTHER GOVERNMENT DAYS OFF

(a) The FAA normally observes a five-day workweek, with hours of operation from 8:00 AM to 4:30 PM. The normal workday is 8 hours, plus 1/2 hour for lunch. The contractor shall observe and schedule work hours of personnel as designated in the contract, and as further defined by the individual task/delivery orders issued during the term of the contract.

(b) The Government observes only the holidays listed below:

New Year's Day
Martin Luther King, Jr.'s Birthday
Inauguration Day
Presidents Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal statute
 Any other day designated by Executive Order
 Any other day designated by Presidential proclamation

(c) When any such day falls on Saturday, the preceding Friday is observed and when any such day falls on Sunday, the following Monday is observed.

G.6 WORK AT RISK IS PROHIBITED

(a) For purposes of this clause, "work at risk" is defined as work performed and/or costs incurred by the contractor, or any of the contractor's personnel, team members, or subcontractors, that has not been authorized in accordance with a properly issued and executed task/delivery order.

(b) The contractor shall not work any personnel, team member, or subcontractor at risk. Contractor shall immediately notify the Contracting Officer of any and all changes to established teaming arrangements and subcontracting under individual task/delivery orders awarded during the term of the order which causes or could be expected to cause a working at risk situation.

G.7 DELIVERIES TO FAA FACILITIES

(a) Security procedures at FAA facilities may require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This can affect mail and other deliveries destined for all organizations located on FAA property, including government organizations, contractors, and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct such inspections and handle items in a careful manner so as to avoid damage or delay.

(b) These inspections are for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspections and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.10.1-22 Contracting Officer's Technical Representative (JUL 1996)

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT CLA.0069
EMPLOYEE (JUL 2001)

Upon learning that contractor personnel with authorized access to FAA facilities/resources has been charged by a law enforcement agency for any criminal offense other than minor traffic offense, the contractor shall provide written notification within one workday to the Contracting Officer. The Contracting Officer (CO) shall then notify the FAA Servicing Security Element (SSE) AMC-700 at the Aeronautical Center in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less. The contractor will be notified of the impact that the charge or results of the charge have on the contractor's affected personnel as soon as a determination is provided to the CO by the SSE.

H.2 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS CLA.1051R
FOR NEW FISCAL YEAR (JAN 1997)

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.3 FAA FACILITY REGULATIONS (OCT 2006) CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.4 REIMBURSEMENT OF TRAVEL COSTS (DEC 2003) ALT I CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. All travel related expenses claimed for reimbursement shall be separately identified by individual, and by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during

normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

H.5 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APR 1998)

CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.6 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.7 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEP 2006)

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the

National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

H.8 COST ACCOUNTABILITY

All costs, direct and indirect, which are incurred by the contractor under individual contracts awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract, shall be segregated by each individual task/delivery order. The contractor shall establish separate job cost work order accounts with identifying numbers for each assigned task/delivery order, and shall record all incurred costs in the appropriate task/delivery order account. Costs shall not be commingled among multiple task/delivery orders.

H.9 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

(a) As part of this effort, the contractor shall be working and attending meetings at Government facilities and field facilities. Therefore, the contractor shall be granted ingress and egress to the facilities at all times during normal working hours to obtain information necessary for performance of this contracts and individual task/delivery orders issued during the term of the contract.

(b) While contractor personnel are at the Government site, they are required to comply with all rules and regulations in effect at that site. Contractor personnel shall comply with rules and regulations governing employee conduct with respect to health and safety, not only as they relate to themselves, but also to other Government employees or agents of the Government. The contractor shall also exercise proper care of all property at the Government site regardless of whether title to such vests with the Government or not.

(c) The facilities to which contractor personnel shall have access will remain in the Government's custody and shall not be considered as property or facilities furnished to the contractor.

(d) The Government facilities to which contractor personnel shall have access under individual task/delivery orders issued during the term of the contract, shall be made available during the entire performance period. The Contracting Officer shall, upon timely receipt of written request from the contractor, make a determination of the delay, if any, caused by the unavailability and make an equitable adjustment to the delivery schedule and costs (exclusive of fee or profit) pursuant to the appropriate AMS clauses.

H.10 TEAMING AND SUBCONTRACTS

(a) **Teaming:** Teaming is any combination of two or more businesses submitting a proposal for a contract (order) award and identifying themselves as a collective resource for performance.

(b) The offeror awarded the contract (order) for the team is the team lead or prime Contractor. Prime means the firm awarded the contract (order) for each CLIN on behalf of the team who shall be responsible for all performance on the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). The prime will be the Government's single point of contact and representative for the team, including contracts (orders) with a subcontracting waiver, overall administration and reporting, all contract (order) billing and receipt of payments, and other applicable activities.

(c) Teams shall not add to or modify team membership following award except that team membership may be reduced or amended under extraordinary circumstances, subject to the approval of the FAA Contracting Officer.

(d) Although one and only one teaming partner/entity shall be recognized by the Government as the team lead/prime for each CLIN, all teaming parties shall be fully subject to the terms and conditions of individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). However, nothing in individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), shall establish privities between the Government and any Contractor other than the lead Contractor.

(e) Teaming agreement(s) changes from that of the team's proposal must be in writing, clearly identifying the changes in the teaming relationships and provided to the CO by the lead Contractor within 5 business days of the change.

(f) Neither the team lead/prime nor any team member/teaming partners shall be considered subcontractors for the purposes of different labor rate structures and/or other purposes. The individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), should include the teams one (1) set of blended labor rates for each CLIN, which shall be the maximum applicable rates for any and all team members and any and all work awarded to or performed by any and all such team members during the life of the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), including any options exercised by the Government.

(g) Team members may distribute/share work between and among themselves as they so choose, generally without restriction and/or prior consent of the Contracting Officer.

(h) To maintain continuity of teaming relationships and performance on individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), the contractor agrees to pay all team members, for work they performed hereunder, in accordance with the same payment terms as specified in the contract and further defined by the individual task/delivery orders issued during the term of the specific contract (order).

(i) It is highly encouraged for small businesses or socially and economically disadvantaged businesses to seek teaming/subcontracting arrangements under this contract.

(j) **Subcontracts:** Prior to the placement of subcontracts, the contractor shall ensure that:

(1) They contain all of the clauses and provisions of the individual contract (order) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. If applicable, particular attention shall be directed to the potential flow down applicability of the FAAMS 3.6.1-3, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns.

(2) Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract, or any of the respective obligations of the parties hereunder, or creation of any subcontractor privileges of contract with the Government.

H.11 CONFIDENTIALITY OF DATA AND INFORMATION

(a) The contractor and any of its subcontractors in performance of the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), may have need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of the contract (order), would be adverse to the interests of the Government or other parties. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

(1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and

(2) Use for any purpose, other than the performance of the contract (order), that data which bears a restrictive marking or legend.

(b) In the event the work required to be performed under the contract (order) require access to proprietary data of other companies, the contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use of disclosure, and other

terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

(c) Through formal training and company policy and procedures, the contractor agrees to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The contractor shall obtain from each employee, engaged in any effort connected with the particular, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the contractor, or thereafter disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under particular contract (order).

(d) The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

H.12 NON-PERSONAL SERVICES

(a) The contractor agrees that this is a non-personal service contract. For all the purposes of the contract, the contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint venture with the Government; and that the contractor shall neither supervise, nor accept supervision from, Government employees.

(b) No personal services shall be performed under any individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). The Government will directly supervise no contractor employee. The applicable contractor supervisor shall give all individual contractor assignments and daily work direction. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

(c) The contractor shall not perform any inherently governmental functions under individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications (including meetings participation) with third parties in connection with individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), the contractor employee shall state that they have no authority to in anyway change such contracts (orders). If the other contractor believes this communications to be direction to change their contract (order), they should notify the Contracting Officer and not carry out the direction until a clarification has been issued by the Contracting Officer.

(d) Pursuant to AMS 3.8, the CO may waive this provision to the extent that individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), may require personal services, provided that the required FAA approvals are obtained prior to the performance of the services.

H.13 EMPLOYMENT/RETENTION PLAN

The Government has an interest in retaining experienced/qualified support services personnel familiar with the work environment. The contractor shall maintain a current Employer/Retention Plan, which describes efforts to obtain and retain experienced employees, such as interviews, and offers of employment. In addition, the contractor shall identify how they intend to retain qualified employees and control employee turnover, including replacements. The contractor shall maintain and adhere to the retention plan through the life of the contract.

H.14 KEY PERSONNEL AND LINES OF COMMUNICATION

(a) These resources shall be adequately skilled and possess the appropriate skills to support the functions required to meet the requirements of the SOW. Prior to removing, replacing, or diverting any key personnel, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract. The Contractor without the written consent of the Contracting Officer shall make no removal, substitution or diversion of the key personnel

(b) The contractor agrees that the proposed key personnel for the contract shall be available at the time of award to the end of the performance period of the task order, unless the key personnel permanently terminate employment with contractor, or the Government's contracting officer concurs in advance with a replacement.

(c) Required personnel assigned to each contract (order) will be mutually agreed on between the Government and the contractor, (e.g. Program Manager, Senior Technical Representative, etc.). Any replacement of required individual positions on the contract (order) must be approved in advance by the Government Contracting Officer before assignment.

(d) The prime contractor shall communicate only through the Government's Contracting Officer and/or the Contracting Officer's Technical Representative regarding all contracts (orders), unless otherwise specifically approved in writing by the Contracting Officer to named Government individuals, such as a TOR for individual contracts (orders).

H.15 USE OF ELECTRONIC AERONAUTICAL CENTER FRANCHISE ACQUISITION ONLINE SERVICE

The Aeronautical Center Franchise Acquisition Service (ACFAS) will be implemented using the electronic ACFAS online services to the fullest extent practicable. Initially electronic ACFAS information will be exchanged in the contract (order) and administration processes. As time and technology allow, advances in ACFAS online services are expected to be implemented by the Government. By execution of this contract, the contractor agrees to actively cooperate with the Government in its use and upgrade of ACFAS technologies. All costs on the contractor's part, to maintain compatibility with the Government shall be at the contractor's expense and shall not be charged to the Government as a direct charge of any type.

H.16 CHANGES IN SKILL MIX AND PLACES OF PERFORMANCE

It is understood that the mix of labor classifications provided by the contractor under this contract, as well as the distribution of the effort among these classifications, may vary considerably from the initial mix and distribution of effort that was estimated by the Government or proposed by the contractor. Such variances in the mix of skills actually utilized and in the distribution of effort among labor classifications, or in places of performance (i.e., the regional distribution of the effort), shall not be cause for an adjustment in the fixed fee of the contract, or an adjustment of estimated labor hours specified for any individual task/delivery orders issued during the term of the contract performance period.

H.17 PROMOTIONAL INFORMATION

(a) As a part of their proposal and subsequent award, the contractor may provide and maintain current promotional materials concerning their contracts, employees, and their team capabilities. To protect the government's interest in assuring accuracy and consistency of the contents in the promotion, all promotional information, presentations, representations, and/or publicity shall be reviewed and approved by the Contracting Officer prior to distribution, presentation, or publication.

(b) Contractors shall submit promotional information/materials to the Contracting Officer in electronic media as applicable. The submission shall include a transmittal letter identifying the use, audience, and/or distribution intended for the promotional information/materials. The Government will strive to act on promotional information review requests as promptly as possible.

3.8.2-17 KEY PERSONNEL AND FACILITIES (JUL 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

<u>Senior Industrial Engineer</u>	_____
_____	_____
_____	_____
_____	_____

(End of clause)

**PART II - SECTION I
CONTRACT CLAUSES**

I.1 CEILING PRICE (JAN 1997)

CLA.0120

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCT 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.2.4-19 REQUIREMENTS (OCT 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after January 31, 2011.

(End of clause)

3.2.4-16 ORDERING (OCT 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from January 1, 2007 through December 31, 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(d) The provisions of the clauses entitled "Limitation of Costs", "Limitation of Funds", and "Allowable Cost and Payment" shall apply to individual delivery orders or task orders.

(End of clause)

3.2.4-34 OPTION TO EXTEND SERVICES (APR 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APR 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor before expiration of the current performance period; provided, the Government give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

3.3.1-5 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (APR 2001)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the "Schedule" by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the "Schedule", the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the "Schedule" prescribes otherwise, the hourly rates in the "Schedule" shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the "Schedule" and they are required for overtime work that is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute. If the "Schedule" provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with the Federal Aviation Administration's (FAA) "Contract Cost Principles" in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with FAA "Contract Cost Principles." The Contractor shall be reimbursed for items and services purchased directly for the contract only. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause; provided, that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts incurred by the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the "Schedule" and the Contractor agrees to use its best efforts to perform the work specified in the "Schedule" and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the "Schedule", the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the "Schedule", and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the "Schedule", unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the "Schedule" has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the completion voucher or completion invoice and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract,

subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 2 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(End of clause)

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (APR 2006)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (OCT 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either?

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for?

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and?

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.6.1-8 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE SEDB CONCERNS (APR 2000)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.

(2) The Contractor will notify the Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL (OCT 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 60 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 30 days before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the

successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JUL 2006)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract.

(c) Not later than five (5) business days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.
- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE,

the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Regional and Center Contracts:

FAA Mike Monroney Aeronautical Center
AMC-700, Room HQ 321C
PO Box 25082
Oklahoma City, OK 73125

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer/Contracting Officer's Technical Representative (COTR) minus any privacy act information.

(d) The contractor must submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(e) The Contracting Officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. The Contracting Officer will confirm to the SSE that the action has been taken.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of

government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) The Contracting Officer will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within five (5) business days of contract award. If the Contracting Officer provided the SSE a solicitation number during pre-award, the contracting officer will ensure the SSE is notified of the contract number.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

(End of clause)

3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JUL 2006)

(a) Each employee of the contractor must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of clause)

3.14-4 GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS (JUL 2006)

(a) It may become necessary for the Government to issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required

hereunder, the contractor must return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200.00 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and the facility management office. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the FAA Washington Headquarters must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to The Security and Investigations Division, AMC-700, Mike Monroney Aeronautical Center, by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: FAA, Security and Investigations Division, AMC-700, PO Box 25082, Oklahoma City, OK 73125. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated at such time they can then be badge. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is

sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Security and Investigations Division, AMC-700, Mike Monroney Aeronautical Center, at 405-954-5626. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting FAA Headquarters ID Center at 202-267-7423.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA medial, including the PIV card are returned to the SSE.

(End of clause)

3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JUL 2006)

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
 - (2) Meet personnel suitability security requirements to access sensitive information; and
 - (3) Successfully complete a non-disclosure agreement (NDA).
- (b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:
- (1) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
 - (2) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
 - (3) Procedures for protecting against co-mingling of information with general contractor data system/files;
 - (4) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
 - (5) Procedures for the reproduction of subject material;
 - (6) Procedures for reporting unauthorized access; and
 - (7) Procedures for the destruction and/or sanitization of such material.

(End of clause)

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.2.2.3-33	Order of Precedence (July 2004)
3.2.2.3-75	Requests For Contract Information (July 2004)
3.2.2.7-6	Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (January 2003)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-12	Insurance (July 1996)

3.5-13	Rights In Data--General (October 1996)
3.6.1-3	Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (September 2001)
3.6.1-7	Limitations on Subcontracting (August 1997)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)
3.6.2-13	Affirmative Action for Workers With Disabilities (April 2000)
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.3-2	Clean Air and Clean Water (April 1996)
3.6.3-16	Drug Free Workplace (January 2004)
3.6.4-10	Restrictions on Certain Foreign Purchases (April 1996)
3.9.1-1	Contract Disputes (November 2002)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-13	Changes--Cost-Reimbursement (April 1996)
3.10.1-13/alt1	Changes--Cost-Reimbursement Alternate I (April 1996)
3.10.1-14	Changes--Time and Materials or Labor Hours (April 1996)
3.10.1-25	Novation And Change-Of-Name Agreements (January 2003)
3.10.5-1	Product Improvement/Technology Enhancement (April 1996)
3.10.6-3	Termination (Cost-Reimbursement) (October 1996)
3.10.6-3/alt4	Termination (Cost-Reimbursement) Alternate IV (October 1996)
3.10.6-7	Excusable Delays (October 1996)
3.13-5	Seat Belt Use By Contractor Employees (January 1999)
3.13-10	Contractor Attendance At FAA Sponsored Training (January 2003)
3.13-11	Plain Language (July 2006)

PART III - SECTION J
LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Statement of Work		11
2	List of Air Traffic Control Centers/Facilities		6
3	Business Declaration Form	Oct 2003	1
4	Travel Authorization Form		1

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.

(2) The small business size standard is 6.0 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CLA.4532
CERTIFICATION (MAR 1999)

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JUL 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____

(country)

(End of provision)

3.2.2.3-15 AUTHORIZED NEGOTIATORS (JUL 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-23 PLACE OF PERFORMANCE (JUL2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance

Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

3.2.2.3-70 TAXPAYER IDENTIFICATION (JUL 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.3-76 REPRESENTATION- RELEASE OF CONTRACT INFORMATION (JUL 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

[End of Provision]

3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 1996)

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APR 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.5-14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (OCT 1996)

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause "Rights in Data-General," the offeror's response to this Screening Information Request (SIR) may, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause titled "Rights In Data-General."

(End of provision)

3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1996)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APR 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

3.8.2-18 CERTIFICATION OF DATA (OCT 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

3.13-4 CONTRACTOR IDENTIFICATION NUMBER DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.6.2-5 Certification of Nonsegregated Facilities (April 1996)

3.6.3-1 Clean Air and Water Certification (April 2000)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PREPARATION OF TECHNICAL PROPOSALS (JAN 1997)

CLA.1045

(a) Offerors must submit technical proposals in addition to price proposals. The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the proposed services meet the requirements of the Government and to determine that the offeror has a thorough understanding of the requirement.

(b) Offerors are advised to submit proposals which are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.

(c) The technical proposal must provide information to address the following evaluation categories with their relevance of importance as described in Section M:

- (1) Technical Approach
- (2) Experience/Past Performance
- (3) Cost/Price

L.2 COST INFORMATION (JAN 1997)

CLA.0169

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.)

**L.3 REQUEST FOR MODIFICATION OF CONTRACT TERMS
AND CONDITIONS (JAN 1997)**

CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.4 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)

CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

L.5 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the FAA AMS of 1997.

(b) The procurement process will involve the evaluation of technical proposals and cost/price proposals. Evaluations involved will permit the FAA to select an offeror that meets the FAA's requirements and offers the lowest evaluated price.

(c) The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors should, therefore, submit their best technical and pricing proposals in the initial proposal. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

L.6 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

(a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/Request For Offer (RFO) and are required to be submitted in the format outlined below.

(b) General proposals submitted in response to this SIR/RFO shall be formatted in accordance with the instructions provided in this section. Vendors shall furnish proposal in either an electronic format, or via any other type of mail courier service. No facsimile proposals accepted.

VOLUME 1 – SOLICITATION, OFFER, AND AWARD DOCUMENTS

Electronic: 1 copy electronic media (via email), or

Hard Copy: 2 hard copies (via mail)

VOLUME 2 – TECHNICAL PROPOSAL – TECHNICAL PROPOSALS SHALL BE SUBMITTED IN SEPARATE AND COMPLETE SECTIONS FOR EACH OF THE TECHNICAL EVALUATION FACTORS OUTLINED IN SECTION M. TECHNICAL PROPOSALS SHALL NOT INCLUDE PRICES/COSTS OR ANY PRICING INFORMATION.

Electronic: 1 copy electronic media (via email), or

Hard Copy: 2 hard copies (via mail)

VOLUME 3 – EXPERIENCE/PAST PERFORMANCE PROPOSAL

Electronic: 1 copy electronic media (via email), or

Hard Copy: 2 hard copies (via mail)

VOLUME 4 – COST/PRICE PROPOSAL

Electronic: 1 copy electronic media (via email)

Hard Copy: 2 hard copies (via mail)

(c) The offerors' proposals shall be received by the Government before the date specified in this Section. All questions shall be submitted, in writing, via fax or email by **February 8, 2007**.

Electronic copies shall be submitted in MS Word 2000 or compatible format. No reference shall be made to cost/price in Volumes 1, 2 and 3. **Pricing Data must only be included in Volume 4 of the Proposal.**

CAUTION: Evaluators will read only up to the page limit as specified. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

VOLUME 1 – SOLICITATION, OFFER, AND AWARD DOCUMENTS

This volume shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror and include all data completed in the various clauses throughout this SIR by the offeror, Part IV, Section K "Representations, Certifications, and Other Statements of Offerors" and the Business Declaration (Attachment 3). Completion of these documents indicates that the Offeror has read and agreed to the terms and conditions contained in SIR Sections A through K.

VOLUME 2 - TECHNICAL PROPOSAL:

a) The Contractor's technical proposal shall be limited to no more than 25 typewritten pages, in 11 font, excluding test reports, technical manuals, and similar technical documentation (however such documentation shall be limited to only that necessary to demonstrate compliance with specifications), and shall be in sufficient detail to demonstrate a thorough understanding of the Statement of Work (SOW), deliverables and the availability of experienced technical personnel necessary to perform the technical functions described in the solicitation. Technical proposals will be evaluated in accordance with criteria set forth in Section M, Clause M.6, Evaluation Criteria, and shall be prepared as follows:

b) Technical proposals shall be organized by section, and appropriately tabbed or identified. To provide a fair and equitable evaluation of all proposals, separate and complete responses must be made to each of the following factors:

TECHNICAL EVALUATION FACTOR 1: Development or revision of staffing standards, guidelines, models, or particularly engineered staffing standards for FAA's air traffic control workforces.

Subfactor 1: Technical Approach and Program Management Expertise.

Subfactor 2: Key personnel.

Subfactor 3: Understanding the requirement.

TECHNICAL EVALUATION FACTOR 2: Analyses on staffing issues such as: overtime use, alternate work schedules, facility consolidation, and the impact of proposed changes in equipment and procedures.

Subfactor 1: Technical Approach and Program Management Expertise.

Subfactor 2: Understanding the requirement.

Subfactor 3: Key personnel.

VOLUME 3 – EXPERIENCE/PAST PERFORMANCE

(Note: Experience simply means an offeror has “done it.” Past performance represents “how well” an offeror accomplished the effort. Of additional importance is that past performance and experience must be current and relevant as well as comparable in scope and magnitude to that described in the SOW.)

(a) Experience: The offeror shall submit a list of relevant past and present contracts performed for Federal, State, Local Governments or commercial sources within the past five (5) years, involving effort of same or similar complexity, magnitude, and level. This information may include data or efforts performed by other divisions, corporate management, or critical subcontractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. Information submitted shall include the information in the paragraphs below:

(1) Administrative Data:

- a. Offeror’s company/division name
- b. Program title, if applicable
- c. Contracting agency/private company
- d. Contract number
- e. Brief description of the contract effort
- f. Type of contract – Fixed Price, Time and materials, etc., and dollar amount of the contract, including modifications
- g. Period of performance
- h. Identify any contract discrepancy reports issued against the contract and how they were resolved
- i. Name, address, telephone number, and email address of the government program manager, ACO, or PCO (if a government effort), or the contract manager or other point of contact of the referenced effort

(2) Specific Content: Offerors are required to explain what aspects of the contracts identified are deemed relevant to the proposed effort, and may include a discussion of significant achievement or explain past efforts to identify and manage problems. Offerors may include any information not previously covered that will enhance the evaluator’s understanding of the proposed operation and qualifications.

(3) Offerors are encouraged to provide points of contacts who are willing to complete and return a past performance questionnaire that may be issued by the Government. Additionally, offerors are advised that the government reserves the right to obtain information about other contracts not mentioned in the offeror’s proposal, but which are believed to be similar to the proposed effort.

The Government **intends** to use the POCs as references to validate the accuracy of the past performance write-ups.

Offeror’s without a record of relevant experience/past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a “Neutral/Unknown Confidence” rating for the Past Performance factor.

b) The technical proposal must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed supplies/services meet the requirements of the Government and that the offered approach is valid and practical. The technical proposal must be specific, detailed, and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements in the attached Statement of Work. Clear evidence of supplies/services previously demonstrated and currently in place relating to the factors should be included in each evaluation area.

c) Statements that the offeror understands, can, or will comply with all statements in the Statement of Work, and statements paraphrasing the requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures are employed" or "well-known techniques will be used" etc., will be considered insufficient.

d) Content is more important than quantity. The technical proposal is limited to no more than the page limitations specified in this clause. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offerors' lack of cost consciousness. To expedite review of the proposals, the responses for each evaluation factor shall be provided in a separate section and the section shall be labeled for ease of reference.

VOLUME 4 - COST/PRICE PROPOSAL

The offerors' Cost/Price Proposal shall not be page limited. At a minimum the Cost/Price Proposal shall include the following information:

- a) Authorized Individuals - The offeror shall provide the name, title, telephone number, fax number, and email address for the individual designated as the central point of contact for this proposal.
- b) Assumptions - The offeror shall describe any assumptions used to develop the proposed prices
- c) Pricing Table - The offeror shall complete the pricing table in Section B of the SIR by inserting unit prices (where applicable) for each contract line item number (CLIN). Each offeror shall provide contract line item pricing based on total price for each line item with summary of cost with major cost element level to support each line item. Each offeror shall provide cost information in sufficient detail to determine price realism. The information should be summarized and be traceable to each CLIN. The information shall be presented at least at major cost element level (e.g. Direct Labor, Labor Overhead, Other Direct Costs, General and Administrative, Profit, etc). The Government evaluators, if necessary throughout the course of evaluations, may require additional cost information.

(d) Common items for each volume are:

- (1) Volume/page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.
- (2) Volumes shall be marked "Procurement Sensitive." A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competitive sensitive.
- (3) All volumes shall be submitted electronically via email, with the signature page faxed (405-954-0042) to the CO. Your proposal shall submit through the email media in Microsoft Word 2000, or compatible for text documents, and Microsoft Excel 5.0 or compatible for spreadsheets.
- (4) Formatting shall allow proposal to be printed on standard 8 1/2 x 11 paper; minimum 1 inch margins, left, right, top and bottom; single side printing only, with text font size no less than 11.

(e) Proposals are due in the Contracting Office at the email address shown below no later than **FEBRUARY 20, 2007** and shall be delivered in the prescribed media and format to the following address:

Attn: Annette Harkless, Contracting Officer
e-mail: Annette.harkless@faa.gov

(f) Hard-copy submissions (2 copies of each proposal volume) shall be sent to the following address:

Attn: Annette Harkless, Contracting Officer
FAA, Mike Monroney Aeronautical Center (AMQ-320)
6500 South MacArthur Blvd
Oklahoma City OK 73125

L.7 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. The Contracting Officer will destroy all other copies.

L.8 PROPOSAL ACCEPTANCE

- (a) Only one proposal from each offeror shall be considered
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in this SIR/RFP which demonstrate an understanding of the scope of this requirements.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

3.2.2.3-20 ELECTRONIC OFFERS (JUL 2004)

- (a) The offeror (you) may submit responses to this SIR by the following electronic means: email. Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to annette.harkless@faa.gov.
- (f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of an Indefinite Delivery/Requirements type contract with Time and Material provisions resulting from this Screening Information Request.

(End of provision)

3.9.1-3 PROTEST (NOV 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

3.13-4 CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-3	Affiliated Offerors (July 2004)
3.2.2.3-6	Submittals in the English Language (July 2004)
3.2.2.3-7	Submittals in U.S. Currency (July 2004)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-13	Submission of Information/Documentation/Offer (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Requests for Explanations (July 2004)
3.2.2.3-19	Contract Award (July 2004)
3.6.2-15	Evaluation of Compensation for Professional Employees (April 1996)

NOTE: Vendors are advised that any and all cost incurred in the preparation and/or submission of a proposal in response to this solicitation or its resultant task order is at the risk of the contractor. The FAA shall not reimburse contractors for any costs incurred in the course of proposal preparation.

PART IV - SECTION M EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OFFERS FOR SINGLE AWARD (JAN 1997)

CLA.0250

Award will not be split by item. One award will be made to the responsible offeror submitting the best value offer, and whose proposal meets the government's minimum requirements called out in Section B and the documents referred to therein. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

M.2 SIR PROCESS DESCRIPTION

Following initial screening for timeliness, completeness, and accuracy, the remaining proposals will be assigned to Government team(s) for technical, price/cost and past performance evaluations. The results of these evaluations will be forwarded to the Source Selection Official (SSO) to be considered for award. From those proposals forwarded, the SSO will select for award the proposal that represents the **"best value"** to the Government in accordance with clause M.3, Basis for Award. In making this "best value" decision, the SSO will consider tradeoffs only between price/cost and past performance among those offerors who have been determined technically acceptable.

M.3 BASIS FOR AWARD

This acquisition will utilize the Performance Price Tradeoff (PPT) with Technical Acceptable Determination source selection procedures to make an integrated assessment for a best value award decision. Tradeoffs will be made only between price and past performance among those offerors who have been determined technically acceptable. Award will be made to the offeror who is deemed responsible, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors to represent the best value to the Government. The Government seeks to award to the offeror who gives the FAA the greatest confidence that it will best meet the requirements affordably. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors and the Contracting Officer (CO) reasonably determines that the technically acceptable, superior past performance of the higher priced offeror outweighs the cost difference. While the Government source selection evaluation team and the CO will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

Discussions – The Government does not intend to conduct discussions during this solicitation. However, the Government reserves the right to conduct discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. After evaluating written proposals, the Government may conduct written or oral discussions with all, or a limited number of the Offerors. The Government, in the evaluation and best value decision, may consider information obtained during discussions, whether or not it is reduced to written material.

Best Value Determination/Evaluation Methodology: A decision on the technical acceptability of each offeror's technical proposal shall be made based on the technical subfactors. Only those offerors determined to be technically acceptable will be considered for award. Prior to discussions an initial technical subfactor rating will be assigned to each subfactor under the Technical Factor. The technical subfactor ratings depict ACCEPTABLE or UNACCEPTABLE. The Government reserves the right to conduct a competitive range determination before discussions to eliminate all proposals that have been rated UNACCEPTABLE. Only

those proposals receiving a technically acceptable rating will be evaluated for price/cost and past performance.

M.4 INITIAL SCREENING PROCESS

M.4.1. PROPOSAL REVIEW AND EVALUATION

The government will initially screen all proposals for timeliness, completeness, and accuracy. Only those proposals passing the initial screening will be forwarded to the technical evaluation team for further consideration.

M.4.2. INITIAL PROPOSAL SCREENING

Offeror's proposals will be reviewed for timeliness, completeness and accuracy.

M.4.2.1 Timeliness - No proposal or part thereof will be accepted for consideration following the closing period for the solicitation

M.4.2.2 Completeness – Timely proposals will be reviewed for completeness. Each proposal package will be reviewed for the following:

- Volume 1 - Copy of solicitation duly executed by an official authorized to bind the offeror, to include all data that should be completed in various clauses throughout the SIR by the offeror, Part IV, Section K “Representations, Certifications, and Other Statements of Offerors” and the Business Declaration (Attachment 3).
- Volume 2 - Complete technical proposal
- Volume 3 – Complete experience/past performance proposal
- Volume 4 – Complete cost/price proposal

INCOMPLETE PROPOSALS MAY NOT RECEIVE FURTHER CONSIDERATION

M.4.2.3 Accuracy - Complete proposals will be reviewed for accuracy, including proposal content and format as follows:

Content:

- Understanding the requirement of the SOW
- Technical approach to the Technical Evaluation Factors
- Key and required personnel resumes
- Completed cost proposal that supports Section B

Format:

- Graphics are limited to a minimum font size of 11. Page counts do not include front matter such as table of contents, list of figures, glossary, or cover pages.
- Foldouts are counted as one page; however, excessive use of foldouts is discouraged
- Attachments are included in page count
- Elaborate presentation techniques, including color, are neither required nor desired

For the purposes of accuracy review, missing proposal information in the component(s) identified above (i.e. cost proposal, etc) and/or non-adherence to proposal format instructions may render the proposal inadequate. Proposals found to be incomplete by the Contracting Officer may not receive further consideration.

Following the initial proposal screening process, remaining proposals will be evaluated, rated and analyzed according to the evaluation process described below.

M.5 EVALUATION FACTORS AND SUBFACTORS AND THEIR RELATIVE ORDER OF IMPORTANCE

Award will be made to the offeror proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below. The evaluation factors listed in their descending order of importance are Factor 1, Technical; Factor 2, Past Performance; and Factor 3, Cost. Factors 1 and 2 when combined are significantly more important than Factor 3, Cost.

M. 6 EVALUATION CRITERIA

(a) Volume 2, Technical Proposal and Volume 3, Experience/Past Performance Proposal will be evaluated as follows, with Volume 4, Price/Cost will be evaluated according to paragraph M.7:

TECHNICAL PROPOSAL

TECHNICAL EVALUATION FACTOR 1 – The technical evaluation team will evaluate to determine whether the proposal documents can demonstrate the offeror's ability to develop or revise staffing standards, guidelines, models, or particularly engineered staffing standards for FAA's air traffic control workforces. Technical evaluation subfactors in their descending order of importance are:

Subfactor 1: Technical Approach and Program Management Expertise

Subfactor 2: Key personnel

Subfactor 3: Understanding the requirement

Subfactor 1 - The technical evaluation team will evaluate whether the offeror provided a narrative addressing the approach and methodology to be utilized in performing the functions called for in the sample task below. This narrative must be specific, detailed and include rationale behind the proposed approach.

AJF4 has a requirement to revise staffing model(s) for air traffic controllers in Air Route Traffic Control Centers (ARTCCs), Tower Cabs and TRACONS. These models need to address both software and hardware updates in these facilities. Our mission is changing rapidly and in an ongoing manner, mandating that the model(s) respond timely, effectively, and accurately. Budget and time constraints will require model development within strict resource limitations.

In no more than 3 pages, propose your approach(s) to establish an appropriate staffing model(s) and/or staffing standards. Include data collection methodology including development of a sampling plan if needed, as well as how you would structure the models for estimating staffing requirements. Please include all steps necessary to complete this task through the initial staffing model application. Do not include any additional work required to develop or enhance the computer software beyond what is needed for the initial application. For each proposed step, please include an estimate of your anticipated staff hours in each proposed labor category:

- Senior Industrial Engineer (Project Manager)
- Senior Software Engineer
- Junior Industrial Engineer
- Operations Research Analyst
- Statistician
- Systems Analyst
- Computer Programmer

Subfactor 2 – The technical evaluation team will evaluate whether the offeror submitted resumes that completely describe the knowledge, skill, abilities, related experience and formal education of key personnel, and the individuals proposed in the additional labor categories listed in the SOW in order to demonstrate their ability to meet the requirements of the work stated in the Statement of Work. Submission should include the proposed position, education and experience, or specialized skills for each individual.

Subfactor 3 – The technical evaluation team will evaluate whether the offeror provided a narrative that was detailed and complete enough to clearly and fully demonstrate their understanding of the requirement and inherent problems associated with the objective. Offeror's stating they understand and will comply with the specifications, or paraphrasing the specifications will be considered inadequate; as are phrases such as: "standard procedures will be employed," and "well-known techniques will be used."

TECHNICAL EVALUATION FACTOR 2 – The technical evaluation team will evaluate to determine whether the offeror can demonstrate an understanding to conduct an analysis of staffing issues such as: overtime use, alternate work schedules, facility consolidation, and their impact on proposed changes to equipment or procedures, and propose effective resolution. Technical evaluation subfactors in their descending order of importance are:

Subfactor 1: Technical Approach and Program Management Expertise

Subfactor 2: Understanding the requirement

Subfactor 3: Key personnel

Subfactor 1 – The technical evaluation team will evaluate to determine whether the offeror provided a narrative addressing the approach and methodology to be utilized in performing the functions called for in the sample task below. This narrative must be explicit, precise, specific, detailed and include rationale behind the proposed approach.

FAA's air traffic staffing standards are based upon air traffic activity for a 90th percentile day of the fiscal year. Daily traffic activity for each air traffic control tower (about 300) is conveniently stored in an easily accessible database. We use the staffing standards models to compute the staffing requirement for a busy day, normally the 90th percentile day of the year for each air traffic control tower. To calculate the annual staffing requirement, we apply a factor (1.76) to each of these facility requirements to account for off-position controller activities such as leave, training, team briefings, and required medical exams. Part of this factor (1.4) accounts for the fact that controllers work 5 days per week, but the towers are open 7 days per week.

We have been asked to determine (1) whether or not there are significant differences in traffic activity between weekdays and weekends at any of the control towers, and (2) if we tailored the staffing requirements to account for these different activity levels, while still maintaining the "busy day concept," could we reduce the staffing requirement. Furthermore, if we considered each day of the week separately, (3) are there significant differences among the traffic activity for different days or groups of days at any towers? (4) Could we further reduce the staffing requirement by staffing each day independently?

If no more than 2 pages, please propose your specific approach(s) to answering these questions. The deliverables would be a summary report for the non-technical reader and full documentation of your analysis. Please include all steps necessary to complete this task including any data collection, analysis, and statistical procedures you would propose.

Subfactor 2 – The technical evaluation team will evaluate whether the offeror provided a narrative that was detailed and complete enough to clearly and fully demonstrate their understanding of the requirement and inherent problems associated with the objective. Offeror's stating they understand and will comply with the specifications, or paraphrasing the specifications will be considered inadequate; as are phrases such as: "standard procedures will be employed," and "well-known techniques will be used."

Subfactor 3 – The technical evaluation team will evaluate whether the offeror submitted resumes that completely describe the knowledge, skill, abilities, related experience and formal education of key personnel, and the individuals proposed in the additional labor categories listed in the SOW in order to demonstrate their ability to meet the requirements of the work stated in the Statement of Work. Submission should include the proposed position, education and experience, or specialized skills for each individual.

EXPERIENCE/PAST PERFORMANCE PROPOSAL

Under the Past Performance factor, the Performance Confidence Assessment Rating represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying similar services that meet user needs, including cost and schedule.

The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance, which is relevant to the technical subfactors. In determining relevance, consideration will be given to the degree of requirement similarity. This information may include data on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. The Government may consider as relevant efforts performed for agencies of the federal, state, or local governments and commercial customers. As a result of an analysis of those risks and strengths identified, each offeror will receive an integrated Performance Confidence Assessment, which is the rating of the Past Performance factor. Although the past performance evaluation focuses on performance that is relevant to the technical subfactors, the resulting Performance Confidence Assessment is made at the factor level and represents an overall evaluation of contractor performance.

All responsive offers will receive a past performance evaluation rating of Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory, or Neutral. This rating represents the confidence the Government has that an Offeror will successfully perform the proposed effort. Ratings are defined as follows:

RATING

DEFINITION

Exceptional/High Confidence

Based on the Offeror's performance record, absolutely no doubt exists that the offeror will successfully perform the required effort. No government oversight is expected to be required in achieving the proposed level of performance.

Very Good/Significant Confidence

Based on the Offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. Little government oversight is expected to be required in achieving the proposed level of performance.

Satisfactory/Confidence

Based on the Offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Some government oversight or intervention is expected to be required in achieving the proposed level of performance.

Marginal/Little Confidence

Based on the Offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Substantial government oversight or intervention is expected to be required in achieving the proposed level of performance.

Unsatisfactory/No Confidence

Based on the Offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

Regardless of the degree of government oversight or intervention, successful performance is doubtful.

Neutral/Unknown Confidence

Offeror has no relevant past performance experience. Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.

Each Offeror's Past Performance proposal will be evaluated using the following criteria:

- Relevance of Experience/Past Performance on Similar Contracts
- Quality/Timeliness of Service
- Cost Control
- Business Relations – Effective Management
- Customer Satisfaction
- Integrity

In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

Offeror's without a record of relevant experience/past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.

Offerors are to note that, in conducting this assessment, the Government reserves the right to use data provided by the offeror and data obtained from other sources.

M.7 PRICE/COST EVALUATION

(a) Price/Cost proposals of all offerors and their associated subcontracts will be evaluated, but not numerically scored, for the base period and all option periods in the following areas:

(1) Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs.

(2) Reasonableness - Review of rationale and data supporting elements of cost included in the proposal.

(3) Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

(b) Proposals, whether initial or revised submissions, which are unrealistically low may be grounds for elimination from further competition on the grounds of the offeror's failure to comprehend contract requirements.

3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).